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**HAZARDOUS MATERIALS
CONTROL PROGRAM**

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
ENVIRONMENTAL MANAGEMENT

In The Matter Of:)
"WALKER PROPERTIES")
LOCATED AT SOUTHEAST CORNER OF)
BLOOMFIELD AND LAKELAND IN THE)
CITY OF SANTA FE SPRINGS, COUNTY)
OF LOS ANGELES, STATE OF CALIFORNIA)

I. INTRODUCTION

1.1 Parties. This Agreement is entered into by the County of Los Angeles Director of Health Services ("LADHS") and George and Mary Beth Walker, husband and wife (collectively "Walker"). All further references to LADHS are deemed to include his designee or authorized representative.

1.2 Property. The property which is the subject of this Agreement is located at the southeast corner of Bloomfield Avenue and Lakeland Road in the City of Santa Fe Springs, County of Los Angeles, State of California, and legally described as that portion of the North half of the Northwest quarter of Section 8, Township 3 South, Range 11 West, San Bernardino Meridian, in the City of Santa Fe Springs, lying West of Atchison, Topeka and Santa Fe Railroad right of way. EXCEPT therefrom all oil, minerals and mineral rights, ores and metals and

other useful and valuable mineral deposits of every kind, character and description, as reserved in the deed of record (hereinafter the "Property"). The Property is currently owned by Walker.

1.3 Purpose. In entering into this Agreement, it is the objective of the parties to ensure that any release or threatened release of a hazardous substance (also referred to as "contaminants" or "contamination") to the air, soil, surface water and groundwater at or from the Property are thoroughly investigated and appropriate remedial actions are taken. This Agreement has been prepared at the request of the State of California Department of Health Services Toxic Substances Control Division (State DHS) and Walker.

1.4 Denial of Liability. Walker's entering into this Agreement shall not be construed as an admission of any liability for the conditions at the Property.

1.5 Background and History of Project. The Property was originally developed for the handling and storage of hydrocarbon products. During its use as a hydrocarbon handling and storage facility, drilling fluids were reportedly discarded into on-site sumps. When the site was graded in 1967, mud and debris were removed from the sumps and spread on site to promote drying. Walker purchased the Property sometime after the grading operations were performed.

1.6 Contamination at Property. Previous site investigation reports have revealed elevated concentrations of lead, barium and polychlorinated biphenyls in the on-site soil.

II. REMEDIAL INVESTIGATION AND FEASIBILITY STUDY (RI/FS)

2.1 Workplan Submission. Within forty-five (45) calendar days of the effective date of this Agreement, Walker shall submit to LADHS for review and approval a detailed RI/FS Workplan and implementation schedule ("Workplan Schedule") which covers all the activities necessary to conduct a remedial investigation and feasibility study of the Property. The workplan and activities under it shall, at a minimum, be based on the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq), the National Contingency Plan (40-CFR Part 300), as amended, and the U.S. Environmental Protection Agency's "Guidance on Remedial Investigations Under CERCLA" and "Guidance on Feasibility Studies Under CERCLA," both dated June 1985.

2.2 Workplan Implementation. Walker shall implement the workplan as approved by the LADHS in accordance with the approved Workplan Schedule.

2.3 RI/FS Report. An RI/FS report shall be submitted by Walker to LADHS for review and approval in accordance with the approved Workplan Schedule. The RI/FS report will include the reduction and interpretation of data collected during the RI/FS.

III. **REMEDIAL ACTION PLAN**

3.1 Draft Remedial Action Plan. Within thirty (30) calendar days of LADHS' approval of the remedial investigation/feasibility study report, Walker shall prepare and submit to LADHS for review and approval a draft Remedial Action Plan ("RAP"). The RAP shall be prepared following as guidance Section 25356.1(c) of the California Health and Safety Code and shall set forth in detail appropriate steps to remedy soil contamination at the Property and adjacent areas. In addition, the RAP shall contain a schedule for implementation of all removal and remedial actions proposed to be taken.

3.2 Upon LADHS approval of the RAP and RAP schedule, Walker shall implement the final RAP as approved. It is Walker's goal to complete the implementation of the RAP by February 28, 1989.

3.3 Certification of Completion. LADHS will provide Walker written certification within 15 days of satisfactory completion of all necessary remedial actions. At the same time, LADHS will submit a

written request to the State of California Department of Health Services Toxic Substances Control Division (or its successor agency) to remove the Property from the Expenditure Plan for the Hazardous Substance Cleanup Bond Act of 1984.

IV. PAYMENT TO LADHS

4.1 LADHS Direct and Indirect Costs. Walker shall reimburse LADHS for all direct and indirect costs, including staff time, for review of activities by Walker under this Agreement. The attached estimate for direct and indirect costs have been reviewed by the State DHS.

4.2 Advance Payments. Within 30 days of the effective date of this Agreement, Walker shall pay to LADHS \$_____ to fund the LADHS's estimated costs under paragraph 4.1.. This advance payment is to be used by LADHS to fund personnel as may be necessary to provide adequate oversight of the project. The County may draw against the advanced funds for its oversight costs. Any excess funds remaining after certification by LADHS pursuant to Paragraph 3.3 shall be returned to Walker as soon as practicable. If the project is not expected to be completed by February 28, 1989, or if the advanced funds reach a level of one-third or less of the initial advance payment, LADHS will submit to Walker a draft statement estimating its additional oversight costs.

Within 10 days of receipt of a statement Walker may request a meeting with LADHS to discuss the statement. The draft statement may be revised by LADHS after the meeting. Walker shall pay the additional advance cost estimate within 30 days of receipt of the LADHS' final statement.

V. **OTHER PROVISIONS**

5.1 Project Coordinator. The responsibilities of the Project Coordinator will include receiving all notices, comments, approvals and other communications from LADHS to Walker. The Project Coordinator is Bonnie Teaford, EMCON Associates, 3300 North San Fernando Boulevard, Burbank, California, 91504.

5.2 Project Engineer/Geologist. The work performed pursuant to this Agreement shall be under the direction and supervision of a qualified professional engineer or a certified geologist with expertise in hazardous waste site cleanup and satisfactory to LADHS. The name and address of the project engineer chosen by Walker and satisfactory to LADHS is Bonnie Teaford, EMCON Associates, 3300 North San Fernando Boulevard, Burbank, California 91504.

5.3 Quarterly Summary Reports. Within ninety (90) calendar days of the effective date of this Agreement, and quarterly thereafter until completion of certification by LADHS, Walker shall submit a Quarterly

Summary Report of their activities under the provisions of this Agreement. The report shall describe:

1. Specific actions taken by or on behalf of Walker during the previous calendar month;
2. Actions expected to be undertaken during the current calendar month; and
3. All results of sample analyses, tests and other data generated or received by Walker.

The Quarterly Summary Report shall be received by LADHS by the fifteenth (15th) day of the first month after each quarter ends.

5.4 Submittals and Approvals. All submittals and notifications from Walker required by this Agreement shall be sent to:

Mr. William Jones
Los Angeles County Department of Health Services
2615 South Grand Avenue, Room 607
Los Angeles, CA 90007

Mr. Nestor Acedera
California Department of Health Services
Toxic Substances Control Division
107 South Broadway, Room 7011
Los Angeles, CA 90012

Mr. Robert Ghirelli
California Regional Water Quality Control Board
Los Angeles Region
107 South Broadway, Room 4027
Los Angeles, CA 90012

All approvals and decisions of LADHS made regarding such submittals and notifications shall be communicated to Walker in writing by Mr. William Jones or his designee. No informal advice, guidance, suggestions or comments by LADHS regarding reports, plans, specifications, schedules or any other writing prepared or submitted by or for Walker shall be

construed to relieve Walker of its obligation to obtain such formal approvals as may be required herein.

5.5 LADHS Review and Approval. If, after review of any report, plan, schedule, remedial action plan or other document which Walker submits for LADHS approval pursuant to this Agreement, LADHS determines that the document is not satisfactory and cannot be approved, LADHS may take the following actions:

(a) Make modifications to the submitted document as deemed necessary by LADHS to protect public health and safety or the environment, and approve the document as modified; and/or

(b) Return the submitted document to Walker with recommended changes. Within a time period as specified by LADHS, Walker shall submit a revised document incorporating the recommended changes to LADHS for approval. All such approvals by LADHS shall be in writing.

LADHS will attempt to provide its written comments on all documents submitted by Walker within 4 weeks of receipt of submittal.

5.6 Modifications. Walker may, by written request, seek modification, termination or revision of this Agreement, or any portion of this Agreement, or any program or plan submitted pursuant to this

Agreement at any time. This Agreement, any applicable program, plan or schedule may be modified, terminated or revised by mutual written agreement of the parties at any time. Any modification to this Agreement shall be effective upon issuance and deemed incorporated in this Agreement.

5.7 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Agreement, and "days" means calendar days. The effective date of this Agreement is the date of signature by LADHS.

5.8 Extension Requests. If for any reason Walker is unable to perform any activity or submit any document within the time required under this Agreement, Walker may request, in writing, an extension of the time specified. The extension request shall include a justification for the delay. All such requests shall be made in advance of the date on which the activity or document is due.

5.9 Extension Approvals. If LADHS is convinced that good cause exists for an extension as set forth at paragraph 5.10, it will grant the request and specify in writing a new schedule. Walker shall comply with the new schedule.

5.10 Endangerment During Implementation. In the event that the LADHS determines that any activities or circumstances are creating an

imminent or substantial endangerment to the health and welfare of people on the Property or in the surrounding area, or to the environment, and LADHS may order Walker to stop further implementation of this Agreement for such period of time as needed to abate the endangerment. Any deadline contained in the Agreement which is directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

5.11 Property Access. LADHS shall have the authority to enter and move freely about the whole of the Property at all reasonable times for the purposes of, inter alia: inspecting records, operations logs, and sampling and analytic data related to this Agreement; reviewing the progress of Walker in carrying out the terms of this Agreement; conducting such tests as LADHS may deem necessary; and verifying the data submitted to LADHS by Walker. Nothing in this paragraph is intended or shall be construed to limit in any way the right of entry or inspection that LADHS or any other agency may otherwise have under law.

5.12 Sampling, Data and Document Availability. Walker shall permit LADHS representatives to inspect and copy all sampling, testing, monitoring or other data generated by Walker or on Walker's behalf in any way pertaining to work undertaken pursuant to this Agreement. Walker shall allow duplicate samples to be taken by LADHS of any samples collected by Walker pursuant to this Agreement.

5.13 Government Liabilities. The County of Los Angeles, its agents, officers or employees shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Walker, his agents and employees, or of any persons, including but not limited to firms, corporations, subsidiaries, contractors or consultants, in carrying out activities pursuant to this Agreement, nor shall the County of Los Angeles be held as a party to any contract entered into by Walker or their agents in carrying out activities pursuant to this Agreement.

5.14 Additional Enforcement Actions. By execution of this Agreement, LADHS does not waive any further enforcement actions.

5.15 Compliance With Applicable Laws. Walker shall carry out this Agreement in compliance with all applicable local, State and Federal requirements, including, but not limited to, requirements to obtain permits and to assure worker safety.

5.16 Reservation of Rights. Nothing in this Agreement is intended or shall be construed to limit the rights of any of the parties hereto with respect to claims arising out of or relating to the disposal at any other location of substances removed from the Property. Nothing in this Agreement is intended or shall be construed to limit or preclude LADHS from taking any other action authorized by law to protect the public health and welfare or the environment.

5.17 Severability. The requirements of this Agreement are severable, and Walker shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

5.18 Parties Bound. This Agreement applies to and is binding upon Walker, their agents and employees, their successors and assigns, and upon LADHS.

5.19 Representative Authority. Each undersigned representative of the parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and to legally bind such party to this document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date appearing opposite their respective signatures.

DATED: _____

GEORGE WALKER

DATED: _____

MARY BETH WALKER

COUNTY OF LOS ANGELES
DIRECTOR OF HEALTH SERVICES

DATED: _____

BY _____